Item # 42

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgage (6)
DEPARTMENT: Planning & Development DIVISION: Community Resources
AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7364
Agenda Date 08/12/2003 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00
MOTION/RECOMMENDATION: Approve and authorize the Chairman to execute (6) Satisfaction of Second Mortgages for households assisted under the SHIP Program's Home Ownership Assistance Program.
BACKGROUND:
On November 9, 2001 Seminole County assisted Colleen A. Harewood with down payment assistance in the amount of \$1,444.00 to purchase a home in Seminole County. The unit was recently sold. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).
On April 8, 1999 Seminole County assisted Debra Eirmann with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).
On August 31, 1999 Seminole County assisted Kirsten Nicole Brotsch with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County.

On August 25, 1997 Seminole County assisted Elnora A. Chapman with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Elnora A. Chapman resided in the house for a ten year period. However, Elnora A. Chapman breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in

satisfy the County's mortgage on the unit (see attached).

Reviewed by:
Co Atty: 1 2 C
DFS:
Other: CR
DCM:
CM:
File No. -cpdc01

the event of a default, current HUD loan forgiveness policies shall apply. The current

The unit was recently refinanced. At the closing, a check was issued to the County to

HUD policy limits the loan forgiveness period to five years. Elnora A. Chapman did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Elnora A. Chapman. (see attached).

On June 24, 1994 Seminole County assisted Michael Roberts with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Michael Roberts resided in the house for a twenty year period. However, Michael Roberts breached the mortgage agreement by applying to refinance his home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Michael Roberts did reside in his house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Michael Roberts. (see attached).

On April 17, 1998 Seminole County assisted Joshua Strobridge with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Joshua Strobridge resided in the house for a ten year period. However, Joshua Strobridge breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Joshua Strobridge did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Joshua Strobridge. (see attached).

Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgages on the units to remove the now-satisfied liens.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>9th</u> day of <u>November</u>, <u>2001</u> from <u>Colleen A</u>. <u>Harewood</u>, a single person, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>One Thousand Four Hundred forty four and no 00/100 (\$1,444.00)</u> which mortgage is recorded in Official Records Book <u>4246</u>, Page <u>12</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>One Thousand Four Hundred Forty Four and no 00/100 (\$1,444.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of August, 2003.

7.44 2. 2.45 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Daryl G. McLain, Chairman Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

026478

FILE Alfredo Colon
Re: NAME 413 Basewood Lane

FILE NUMBER

DATE 06/27/03 63-1/630

DOLLARS CENTS
1,444.00

PAV****ONE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND NO CENTS

DOLLARS

WP

MP

r Seminole County

TO THE ORDER OF

L WACHOVIA YOID AFTER 120 DAYS ESCROW ACCOUNT 09092

AUTHORIZED SIGNATURE

AUTHORIZED COUNTERSIGNATURE

||*O 26478||* ||*O 6 3 0 0 0 0 2 1 12 2 0 0 0 0 0 7 8 0 3 5 9 6 ||*

Payoff of second mortgage

LandAmerica GulfAtlantic Title

THIS IS NOT A CHECK 1,444.00026478

Re: NAME

PAY

TO THE ORDER

OF

FILE NUMBER

DÄTE

63-1/630

DOLLARS CENTS

DOLLARS

WACHOVIA

RE: Alfredo Colon

L

TOTAL:

NON-NEGOTIABLE NATIONAL*HEADOUAHHERS COPY HERMINGENING THROUGH TO PRINCIPLE OF THE PRINCIPLE OF THE

Seminole County Homeownership Assistance

Program

Second Mortgage Deed

27.785 27.785 HIS SECOND MORTGAGE DEED is hereby made and entered into the dath November 2001 by and between College A. Harawood, a single parson. 2001 by and between Colleen A. Harewood, a single person. Therein after து eferred to the "Mortgagor" and Semirole County, a political subdivision of the State of Florida; Autose address is 1101 East First Street, Sanford, Florida 32771, hareinafter referred to as the E"Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoo" include all parties to this instrument, the heirs, legal representatives and essigns of Individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

Without address address and the second and the seco WITNESSETH, that for good and valueble consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$1,444.00) hereinafier described, the Mortgagor hereby grants, bargains, sells, alians, premises, conveys and continue unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, tagether with the tenements, hereditaments and TO HAVE AND TO HOLD THE SAME, regently that the rents, Issues and profits thereof, unto the Mortgages, in

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefensibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said lang es aforesaid; that the Mortgegor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons. whomsoever, and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: 8.H.LP. HOMEOWNERSHIP ASSISTANCE PROGRAM -ATTN: CHERI WIGHT 230 N. WESTMONTE DR., STESIVIA ALTAMONTE SPGS, FL 32714

1 of 5

FEW BY - Branch

Description: Seminole, PL Document-Book. Page 4246.12 Page: 1 of 9 Order: 20201315 Comment:

FILE NUM 2001792868 DR 900k 04246 PAGE PAGE 0013

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or tien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

*FURTHER, if the First Mortgege holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holders acquisition of title".

AND the Martgegor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cause, determine and be null and

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Montgage, or either, the Mortgagee may pay the seme, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall beer interest from the date thereof at the highest lewful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable. anything in said note or heroin to the contrary notwithstanding. Fallure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under seld note or this Second Mortgage accrued or thereafter accruing.

FILE NUM 2001792868 OR BOOK 04246 PAGE 0014

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit *B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the tend remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL, BE DUE ON SALE, LEASE, IF THE SALE, LEASE. TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of One Thousand Four Hundred Forty-four Dollars & 00/100(\$1,444,00) to Mortgagee in full, less any aveilable forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shell conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, IN SEIG MORGE	gor has here unto signed and sealed these presen
the day and fear first above writter.	to alle of Colorenson
I WEST STUDIES	Callern: A-Hacewood
Print Name: 1 4././	Print Name: Collean A. Harewood
· /// /	412 Besevood Lans
/	Altemonte Springe, Ploride 32701
Print Name: Style 2 " PATEUR"	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:
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3 of 5

FILE NUM 2001792868 UR 888K 04246 PAGE 0015

STATE OF FLORIDA COUNTY OF SEMINOLE

1 HEREBY CERTIFY that on this <u>09th</u> day of <u>Hovesber</u>, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>College A Marssout</u> and who acknowledge who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced priver's License as identification and who did/ did not take an oath. as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

That is truly

That is truly

The is a secretary of the second of the se

Judy H. Forat Name: Notery Public Serial Number Commission Expires:

4 of 5

FILE NUM 2001792888 OR BUOK 04246 PAGE OUIG

EXHIBIT "A" LEGAL DESCRIPTION

Lot 34, Graneda Scuth, according to the plat thereof as recorded in Plat Book 15, Page 100, of the Public Records of Seminola County, Florida.

5 of 5

FILE NUM 2001792868 OR BOOK 04245 PAGE 0017

Seminole County Homeownership Assistance

Proaram

EXHIBIT "B" SECOND MORTGAGE NOTE

MOUNT:	\$1,444,00
1960 W 1 -	See 1 1 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminale County ("The County"), a political subdivision of the Sats of Florida, or order, the manner hereinafter specified, the sum of One Thousand Four Hundred Forty-four Dollars & 00/100(\$1,444.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following menner.

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payeble in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinenced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or (ts successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

OR BOOK 04246 PAGE 0018 This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.I.P. HOMEOWNERHBIP ASSISTANCE PROGRAM -ATTN: CHERI WIGHT 230 N. WESTMONTE DR., STEP1974

ALTAMONTE SPOS. EL 32714

FILE NUM 2001792868

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the hume on the subject property by maker or maker's SUCCEMBÔIA.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Fellure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2013

FILE NUM 2001792858 OR 800K 04245 PAGE 0019

Each person liable hereon whether maker or enforcer, hereby walves persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable altorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "meker" or "payee" should be construed in the singular or plurel as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

College- A. Harewood Print Name:	Print Name: Colleen A. Harewood 412 Basswood Lanc Alteronts Springs, Florida 32701
Print Name:	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	
officer duly authorized in the State af- acknowledgments, personally appeare who execut before me that he/she/they executed the same	day of November , 2001 before me, an oresald and in the County afcressid to take id College A. Berezoud and edithe foregoing instrument and who acknowledge and are personally known to me or have produced ion and who did did not take an oath.
WITNESS my hand and official seal in the	County and State last aforesaid.

3 of 3

FILE NUM 2001/92868 OR 800K 04246 PAGE 0020

EXHIBIT "A"

Lot 34, Graneda South, according to the plat thereof as recorded in Plat Book 15, Page 100, of the Public Records of Seminole County, Florida.

Lagal Osserigitor

Description: Seminole.FL Document-Book.Page 4246.12 Page: 9 of 9 Order: 20201315 Comment:

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>8th</u> day of <u>April</u>, <u>1999</u> from <u>Debra Eirmann</u>, a single person, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3629</u>, Page <u>0905</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of April, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: Daryl G. McLain, Chairman
Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK.
THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & THERMOCHROMIC INK. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

Wachovia Bank, National Association

Retail Credit Sales Support Funding 8740 Research Drive

Charlotte, North Carolina 28262

Official

Check

CHECK NO. 180299506

16-4220 1220

PAY Three thousand five hundred dollars and zero cents

TO THE ORDER OF ATTN:

SEMINOLE CTNY COMMUNITY DEVELOPMENT OFC

ANNIE W KNIGHT, MTG TECHNICAL SPECIALIST

1101 EAST 1ST STREET

O6/18/2003

SUITE 3301

SANFORD

FL 32771-0000

AMOUNT \$3,500.00

RE: Customer DEBRA L EIERMANN

V# 0312500850

Payoff Account Number - SHIP AGREEMENT

Purpose MORTGAGE PAYOFF

Issued By: Travelers Express Company, Inc.

P.O. Box 9476 Minneapolis, MN 55480

Drawee: Boston Safe Deposit & Trust Co.

Boston, Massachusetts

VOID IF NOT CASHED WITHIN 180 DAYS

DRAWER: Wachovia Bank, National Association

Seminole County Homeownership

metro fittle (40 E.Seaten blvd., Suite 102 Casselberry, FL 32707

Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the sthe day of APRIL. 1999 199 by and between Debra Elrmann, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32774, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgages" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County. Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagea.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTAFY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(G). FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING SETTION TO:

8,H.I.P., HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 3, HWY 17-92
CASSFLBERRY, FL 32707

1 of 5

7/29/97 Ndusring das

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- 4 YOLE COUNTY, FL



UFFICIAL RECORDS BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record including, pupper limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mostgather than foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "6" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any lime; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Montgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform. comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit *8" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

CONTRACTOR OF THE PERSONS	en
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make distances	,

Print Name:



UFFICIAL RECORDS

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Should the land remein owner-occupied and not be rented, leasing applicated for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 60/100(\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed

Print Name:

3 of 5

7/25/97

Underweig tes

OFFICIAL RECORDS BOOK PAGE

3629 0908

SEMINOLE CO. FL

STATE OF FLORIDA COUNTY OF SEMINOLE

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Notary Public Serial Number Commission Expires:

Patrice A O'Ranky
My Commission CC 1907 1s
Exprise November 35 2000

4 of 5

7/29/57

rownig c

OFFICIAL RECORDS BOOK PAGE 3629 0909 SEMINOLE CO. FL

EXHIBIT "A" LEGAL DESCRIPTION

LOT 245, WINDWARD SQUARE SECTION THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF SENINOLE COUNTY, FLORIDA.

5 of 5

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7/29/97 referité ésé

Seminole County Homeownership 0910 Assistance Program

EXHIBIT "8" SECOND MORTGAGE NOTE
AMOUNT:\$3,500,00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). The seld principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:
 A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.
his Note incorporates, and is incorporated into, the Second Mortgage Deed of even late on the following described property.
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
EFAULT
he maker of this Note or its successors shall be in default upon occurrence of one or nore of the following conditions:
1 of 3

OFFICIA: PECORDS

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RESERVANCE REFURN TO:
S.H.I.P., HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
4590 S. US HWY 1
CASSELBERRY, FL 32707

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

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OFFICIAL RECORDS

Each person liable hereon whether maker or enforcer, hereby walves percentment, protest, notice of protest and notice of dishonor and agrees of pey all costs, including reasonable attorney's fees, whether suit be brought or not, if, after matter this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: ()	Print Name: Debra Eirmann
Print Name: On Cruasde 11	Print Name:
Print Name:	Print Name:
Print Name: PAT O'REILLY	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	
I HEREBY CERTIFY that on this	State aforesaid and in the County aforesaid eared
Ser	Hor Offerry
, 30	Patrice & O'Rosey A drift Express recommend 20 2023
	7/20477 (wistring doc

660 1.Semoran Blvd., Sulta 107 Casselberry, FL 12707

SEMINOLE COUNTY HOME PROGRAM

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

DEBRA EIRMANN

Property Address:

2365 FLAMINGO WAY, WINTER PARK, FL 32792

This Agreement is entered into this 2ND day of MARCH, 19 59 by and between Seminole County a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinsfier "COUNTY") and DEBRA EIRMANN, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

I USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 of seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mongage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to 53,500,00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by. including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F. as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (\$0%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median tales price of the area. The COUNTY through, Greater Seminals County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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The HOMEBUYER shall intain the property, including payment of projectly taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Pederal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

u)	Equal opportunity and fair housing	Applicable	Not Applicable (one unit)	
b)	Environmental review		☐ Not Applicable	
c)	Displacement, relocation and acquisitlor	i		
	☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-dow assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).			
	Applicable (Activity is downpayment purchase of an existing unit. Appropriated/executed ensuring that property been voluntarily displaced by choice.	iare notices have	veen issued. Centification has been	
ij	Lead paim			
	Applicable (Home built prior to 197 evaluated for lead-based paint existence.	'M. læud-based р)	aint notice has been provided and unit	
	☐ Not Applicable (Unit built during or a	ifter 1978.)		

- e) Canflict of Interest no conflict found
- Disharment and auspension not applicable
- g) Flood insurance
- h) Executive Order 12372 not applicable.

N. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9 CONDITIONS FOR RILLIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

IN REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

I REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient

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SEMINDLE CO. FL

			8.
I. REC	ORDS	AND	REPOR

The COUNTY and HOMBBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. INFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Morigage on the property. Pailure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.	· ·
5. OTHER PROVISIONS	-
Neither party hereto shall discriminate against any person or group of persons on account of race. Neither party hereto shall discriminate against any person or group of persons on account of race. Nothing contained in this Agreement, or any set of the COUNTY or the HOMEBUYER shall be	
Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or celationship involving the COUNTY.	
WITNESS: Qary E. Kalser County Manager Date:	
WITNESSES AS TO HOMEBUYER(S): HOMEBUYER MOLGANITA CIEVARAL / HEIN WILLIAM	
Date: Date: Date: 1999 To Date	
NOTARY AS TO HOMEBUYER(S):	
SEMINOLE COUNTY, FLORIDA	
STATE OF FLORIDA)	
COUNTY OF)	
The foregoing instrument was acknowledged before me this a day of Altech, 1999. by Debit Lynd Eleinand, who is personally known to me or who has produced Divertified as identification.	
Print Name LIAR Los A. Torres MARCOS ANTORO VOME Notary Packs - State of Reads Antory Packs - State of Reads Commission & COPYTON Commission & COPYTON (APTER RECORDING)	
My commission capites: My commission capites: My commission paper of Commission County Characters Benninda County Characters Benninda County Characters B 17/107	

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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 31st day of August, 1999 from Kirsten Nicole Brotsch, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3718, Page 0797, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of August, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Daryl G. McLain, Chairman Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

Central Florida Title

3733 Lake Emma Rd. Lake Mary, Florida 32746 (407) 805-8861

Suntrust Bank, Miami Sun Center 777 Brickell Avenue Miami, FL 33131-2803

DATE

5016081

63-60/660

PAY

Three Thousand Five Hundred and 0 /100

TO THE

SEMINOLE COUNTY COMMUNITY DEVELOPMENT ORDER OF 1101 EAST 1ST STREET

SUITE 3301

SANFORD FL 32771

MEMO

Ref:

TRUST ACCOUNT

6/18/2003

\$3,500.00

Void after 90 days

"5016081" ::066000604:: 0189001503394"

FILE#

850030163-JC

850030163-JC

Ref:

6/18/2003

5016081

125 DEER SONG DRIVE, WINTER SPRINGS, FL 32708

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELOPMEN

SEMINOLE COUNTY COMMUNITY DEVELOPMENT 1101 EAST 1ST STREET **SUITE 3301** SANFORD FL 32771

Seminole County Homeownership

Assistance Program

Second Mortgage Deed

Record & Retumb.

DEL MAR TITLE COMFAINY
97.93 Lake Emma Ruan
Lake Mary, Ponde 32746
FILET DI 99-32 E039

THIS SECOND MORTGAGE DEED is hereby made and entered into the 31st day of August 1999 by and between Kirsten Nicole Brotsch, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political person, hereinafter referred to the "Mortgagor" and Seminole County, a political person, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of early and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date nerewith (\$3,500.00), hareinafter described, the Mortgager hereby grants, bargains, herewith (\$3,500.00), hareinafter described, the Mortgages all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgages all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgages all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgages is now selzed and in possession situated in Seminole County, which the Mortgager is now selzed and in possession situated in Seminole County, Florida, viz.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority so convey said land as alcresaid; that the Mortgagor will make such further assurances to convey said land as alcresaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably to perfect the fee simple title to said land in the Mortgagoe as may reasonably to perfect that the Mortgagor hereby full warrants the title to said land and will defrom the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and that said land the same against the lawful claims of all persons whomsoever; and the same against the lawful claims of all persons whomsoever; and the same against the same against the lawful claims of all persons whomsoever; and the same against the same agai

A valid purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.186(1)(d). FLORIDA STATUTES

This instrument was prepared by TATTER RECORDING RETURN TO:
S.H.LP. HOMEGWNEESHIP
ASSISTANCE PROGRAM—
ATTN: CHERI WIGHT
236 N. WESTMONTE DR. STEM 974
ALTAMONTE SPOS. EL. 32714

1 of 5

11/01/20 notamig due Employed to the second of the

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal default under this instrument. The institution of a mortgage to declare a default. In the proceeding shall be one basis authorizing the Mortgagea to declare a default. In the event of foreclosure, the Mortgagea reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wif:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

-FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in tieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mongagor hereby further covenants and agrees to pay promptly when des the principal and interest and other sums of money provided for in said note aga Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Montgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mongage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

It each and every one of the agreements, stipulations, conditions and coven...cs of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire belance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, belance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary become and be due and payable, anything in said note or herein to the rights or options notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-accupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE. ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Three IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Three Thousand Five Hundred Dollare and 00/100(\$3,500.00) to Mortgages in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgagor that the property free and clear from such restrictions. Further, if the shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the tien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

this is a second of the second	and sealed
IN WITNESS WHEREOF, the said Mortes	agui (kao ilete alla alla alla alla alla alla alla
these presents the day and year first above will	Land I am I am I am I
aff and	Mando Brotes
Print Name: Alison Creasman	Print Name: Kirsten Nicole Brots
Wiley! Cichari	Winter Springs, Fl. 32708
The second substituting the second se	Print Name:
Print Name:	
	Print Name:
Print Name:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	Marie
Print Name:	Print Name:
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	-
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	11/71/95
	Mining Co.

STATE OF FLORIDA

I HEREBY CERTIFY that on this <u>31st</u> day of <u>August</u>. 189.9 before me, an officer duly authorized in the State aforesald and in the County aforesald to take acknowledgments, personally appeared Kirsten Hicele Brotech _ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _ gid not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Notary Public

ELIZABETH M. WATHEN

Serial Number

Commission Expires:

Experiency M West of M 16) Commission COMMISS Capeta May 13, 2003

SEMINAL CO. TI

EXHIBIT 'A" LEGAL DESCRIPTION

Lot 113, Deersong 2, as per plat thereof recorded in Plat Book 46, Pages 27, 28 and 29, of the Public Records of Seminole County, Plorida.

SEMNOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: _____\$3,500,00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminola County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The sald principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a companying to the (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of eve date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT. TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.I.P. HOMEOWNERHSIP ASSISTANCE PROGRAM -ATTN: CHERLWISHT 230 N. WESTMONTE DR., STEMS74 ALTAMONTE SPGS, FL 32/14

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Seco Mortgage Dead of even date.
- 7. Failure to comply with the terms and conditions of the First Montgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mongage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapt provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as sat forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to me laws of the State of Florida. The terms of said Mongage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment. protest, notice of protest and notice of dishonor and agrees to pay all costs, including protest, notice of protest and notice of dishonor and agrees to pay all costs, including protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mongage, counsel shall be employed to collect this Note or to protect the security of said Mongage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

these presents the day and year first ap	DAR Authern	
Print Name: ELIZABETHM. WATHEN	Print Name: Kirsten I	Nicole Brotsch
Print Name:	Print Name:	Ca)
Print Name:	Print Name:	
Print Name:	Print Name:	i 3
did not take an oath. WITNESS my hand and official se	y appared kirsten Ni who executed the foregoin hey executed the same and as ider all in the County and State	g instrument and who are personally known tification and who d
EDWES May 13, 2003	3 of 3	
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SEMMOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s):

Kraten Brotsch

Property Address:

125 Decisions Dive. Whier Spgs. Fl 32703

This Agreement is entered into this 16th day of August 18 39 by and between Seminole County, 2 political subdivision of the State of Florida, whose address is 1101 East First Street. Senford, Florida, 32771 (neremaliar "COUNTY") and Kasten Brotsch, a single person.

(hereivafter "HOMEBUYER").

WITNESSETH:

WHEREAS, the COUNTY has received HOME runds oppropriated by the National Affordable 1. USE OF HOME FUNDS Housing Act of 1980, as amended, through the U.S. Depairment of Housing and Liben Development (neretainer HUD), to be expended in accordance with HOME investment Participally Acts (42 U.S.C. 12701 et seq), as amarded by the Housing and Community Davelopment Act of 1992 and the Mulitarnity

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with Property Disposition Reform Act of 1994; and downpayment closing costs, and/or interest this phy-down essessance through is subjectively organization hereby known as Greater Seminols County Chamber of Commerce and most the requirements as sat forth in 24 CFR Part 92 as amended or waved by HUD.

The property which is the subject of this Agreement shall remain affordable in accordance with COLINE Onige justs for a return as specified in a second wordeds upto any deed which shall be just and use the Of the tollowing events occurs: (1) political soils. Ranstole of disposes of the assisted hur (by pictuding but not limited to, sale, transfer, bankrupicy or foreclosure); (2) the borrower no longer occupies the unit as Mis hinches an one name of the portower dies, or it a market couple, the survivor dies

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500,00 at 0% until the loader the following events occurs: (1) portower sells, transfers or disposes of the assisted unit (by, Including but THE HITHER TO SAIS. TRANSFER, DANKINGTON FORESTEENING; (2) THE DONGWAL NO LONGER OCCUPIES THE UNIT AS his principal residence; or (3) the borrower dies, or it a married couple, the surviver dies.

UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBLYER is not a subscriptent or state recipient.

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CF.

- The HOMEBUYER(s) have centiled that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/they annual income does not exceed eighty percent ez Gubpart F, as follova: (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- The property is located within the geographical areas of Saminole County. Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five parcent (85%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Semingle County Chamber of Continents has reviewed the novechold income and properly value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

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The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (MQS) and the local building codes and mayallons of the CCLINTY. The CCLINTY has inspected the property and has determined the project eligible for funding.

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

ted.		☐ Applicable	A Not Applicable (or a L	m
a)	Equal apportunity and fair housing Environmental review	☐ Applicable	M Not Applicable	
D)	Elithanian and academic	na na		

Displacement, relocation and acquisition

Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down essistance on a newly constructed unit therefore no displacement, relocation and acquisition occurred

(Applicable (Applicable (Applicable is downpayment, biosing cost or interest rate buy-down assistance for the purchase of an exacting unit. Appropriate notices have been issued. Certification has been burgled of an everyon due, when here may not occupied by a revent and that the owner here bean voluntarily displaced by choice.

Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for least-based paint existance.)

X Not Applicable (Unit built during or after 1978.)

Conflict of Interest - no conflict found (0)

Disparment and suspension - not applicable 9

Flood insurance

Executive Order 12372 - not applicable.

AFFIRMATIVE HARKETING

Not applicable due to the nature of the activity (MOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION 9.

Not applicable due to the nature of the activity (HOMEBLYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the benower's monthly housing costs (Principal, Interest Taxes and Insurance (Principal) and to pay closing costs benower's monthly housing costs (Principal, Interest Taxes and Insurance (Principal) and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY

Should rehabilization be included in the HOME assistance, the HOMEBUYER agrees that any wor bellettied ph a countered to accompance with this valuement even pe bellettied brieffour to a murecontract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and requisions.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same DA THE COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowher is not a subrecisient

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in The second of three (a) years from the end of three (3) years from the end of the accordance with 24 CFR part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

ENFORCEMENT OF THE AGREENENT

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EMINOLE CO. F.

The COUNTY and HOMERUYER shall complete all reports and maintain documentation, as The second with SA CFR Part 92 and Florida Stantics for a period of three (3) years from the and of the affordability term.

ENFORCEMENT OF THE AGREEMENT

The Ioun shall be evidenced by a Promissary Nota and scound by a Morigage on the property. Figure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells. transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankrupacy or (oreclosure): (2) the borrow to longer occupies the unit 25 his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

Participation (National Prints

Neither party hareto shall discruminate against any person or group of persons on account of race. 5. QTHER PROVISIONS creed, color or national origin in the performance of this Agreement.

Neither party hareto shall discriminate against of mis Agreement. sex, creed, color or national origin in the performance of mis Agreement. Nothing contained in this Agreement, of any act of the COUNTY or the deemed or construed by any of the parties between or third persons to create any relationship articles. Joint venume beneficiary, principal or agent, hanted or general partnership, joint venume relationship involving the COUNTY.	1 4
WITNESS: J. Kevin Grad Mossification Date: 8-24	e. County Manager of The Paris
WYNESSON AS TO HOMEBUYER HOMEBUYER	Seetic
Due: 5-1	J-58
notaby as to homebuyebis): Seminole County, Florida	
STATE OF FLORIDA) COUNTY OF)	day of Huguetron 9.
The foregoing instrument was seknowledged before me this by Kirsted Brotsch., who is personally known to me as identification.	e or who has broduced
Print Name LINDA G. Breum	Document Propered By and Return To: (AFTER PECIFORE)
Notary Public is and for the County and State Afforensembled.	SHLP. Hone Constally Assistant Propers to The Greater Sendick County Chamber of Committee 230 No. Westmonte Dr.
My commission emisses: Loss G Braum	Stef1974 Alt.Spgs, PLNGT 32714

LESSON G BASSARIN SHY CONFIDENCE CC748072 Emero key 1, 2007

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>25th</u> day of <u>August</u>, <u>1997</u> from <u>Elnora A. Chapman</u>, a single woman, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3288</u>, Page <u>1212</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of August 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Daryl G. McLain, Chairman Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 25th day of Argust 1997 by and between Elforga Chapman, a single woman perchanter referred to the as Mortgagor and Seminole Cauty, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee,"

(Whenever used herein the terms of "Montgagor" and "Montgagos" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said ...d in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RETURN TO: SUNBELT TITLE AGENCY 240 Crown Oak Centre Drive Longwood, Florida 32750 This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELUERRY, FL 32707

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LU1-95011.02

7/24*PF)* isdemig.doc BOOK AFCORD

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the certain Second Mortgage Not hereinafter substantially copied or identified, to wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage and if not, then this Mortgage and the estate hereby created, shall cease determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage For either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

3288 121

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Three thousand, five hundred & no/00 dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Pederal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

Print Name:

3 of 5

STATE OF FLORIDA

Print Name:

7/29/97 вынение фос

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I HEREBY CERTI before me, an officer de to take acknowledgme	IFY that on this uly authorized in the	e State aforesald	and in the County at		+ }
and acknowledge before me to me or have produced did not take an oath.	that he/she/they e	, who executed the same i	e foregoing instrum and are personally k as identification	nown	
WITNESS my hand	and official scal in	the County and Si	ate les aforesau.	And the second second	
	over the second	Name: Notary Public Serial Number	MACH		
		Commission Expi	310 AND 100 1 1 1		
		l to Pool I	REVENUE A. HUMAND TO COMMISSION & CC 665300 THREE: Sophender 24, 2000 And They below Pasto Underwaters	SEMINOLE	
				 6 7	TOTAL RECOR

EXHIBIT "A"

LEGAL DESERIETION

Lot 25 and the West 26 feet of lot 24, Block G, LONGWCOD PARK, according to the plat thereof as recorded in Plat Book 11, pages 8,9 and 10, public records of Seminole County, Florida

3288 1216

FIRES

5 of 5

7/29/97 nenemig.dog Seminole County Homsownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT:_____\$3,500,00

FOR VALUE RECEIVED, the undersigned (cointy, and severally, if more than one) promises to pay Seminole County (The County)) it political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three thousand, five hundred & no/00 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of the (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

RETURN TO: SUNBELT TITLE AGENCY 240 Crown Oak Centre Drive Longwood, Florida 32750

1 of 3

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RECORDED & VERIFIED

3288 120

7/20/97 noiemy, duc THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

· The Mildelike ... or of the

This instrument was prepared by:
AFTER EECORDING RETURN TO:
S.H.L.F. HOMEBUYER ASSISTANCE
PROGRAM—ACTIN: SHARON SET PARTY ASSISTANCE
ASSISTANCE
PROGRAM—ACTIN: SHARON SET PARTY
ASSISTANCE

 The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

Salah Marin Salah Sa

- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Pailure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Internations

Each person liable hereon whether maker or enforcer, hereby walves perseatment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not. If, after maturity of this Note or default hereunder, or under said Morigage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder"; "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County (=13 vertical prior to first religion to the name at

presents/the	day and year first at	rove written:	e a. Charre	er are server
Print Namer	Start of C		Rinora A. Chapman 1936 Lee Ro. St. 101 Dunler Park, Fl. 33	755
Print Name:	SHARON A. HOW	/ARD Print Name:	0 5 3 3	
Print Name:	. 17	MAJITIM Windelphanenmonage—	, e	
Print Name:		ARL-INVENDORS BOTHL-AboutsedWellerous————————————————————————————————————	•	
a 19189 8 -4				
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OFFICIAL RECORDS

3288

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SEMINOLE CO. FL

loanl/el:

Elnora A. Chemman 340 Houard Blvd. Longwood, FL 32750

Property Address:

The Assessment is compared by 29th Care Turned 19.77. by Indiparties Senter County Copy that subdivision of the Self of Florida whose address is 1107 East First Street Senter Florida; 32777 (hereinalter COUNTY) and Elimora A. Chapman, a Single person.

BEMINOLE COUNTY

HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

(herelnafter HOMEBUYER),

WITNESSETH

機能の機能の USE OF HOME FUNDS 機能能能

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subreciplent organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower salls, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500,00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure): (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an efter rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through, <u>Greater Seminole County Chamber of Commerce</u>, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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2/5/97

HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shell most Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are

- Applicable . El Not Applicable (one units Equal opportunity and fall housing a ☐ Applicable Environmental review Not Applicable Displacement, relocation and acquisition Mot Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit therefore no displacement, relocation and acquisition occurred pursuant to Federal rules). Applicable (Activity is downpartment, closing cost of interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice. 🖄 Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.) ☐ Not Applicable (Unit built during or after 1976.) Conflict of Interest - no conflict found Disbarment and suspension - not applicable Flood insurance
- Executive Order 12372 not applicable.

AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, ...llerest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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3/76/05

· 计数据编码:

3.	ENFORCEMENT	OF THE	ACREFMENT
3.	ENFURLEMENT	Ur Inc	Philipholy Philip

The loan shall be evidenced by a Franciscory Note and secured by a Mortgage on the property. Failure by the HOMERUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

LEIDTHER PROVISIONS

umaiece.

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of fining party beneficiary, principal or agent, limited or general partnership, joint venture of any association or relationship involving the COUNTY.

SEMINOLE COUNTY, FLORIDA

77	
Mary Warefaces	Carv E. Kaisek County Manager
mary mantzairs	Date: Of all A
WITNESSES	HOMEBUYER Stone Chapmen 1936 LEG Rot. St. 1838
Cherry Splegil	Date: 6/29/97 ===
NOTARY AS TO HOMEBUYER(S): STATE OF	
COUNTY OF)	magnet
The foregoing instrument was acknowledged 199 7. by France A. Cheens known to me or who has produced France.	who is personally
Kathe Clurain	
Print Name KATIE N. CAINGER	Manufactura (Marie Clinger & Manufactura Marie State of Florida & Manufactura (Marie Marie of Florida & Marie Marie Marie Marie of Florida & Marie Mar
Notary Public in and for the County and State Aforeme	entioned. Sometimen Ear, 06/12/2013
My commission expires: W12/2001	Annumananumanumakanimik 1960-bilika - Ar-mma Maria

Fn:\manual\homeprgm

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3/26/98

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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>24th</u> day of <u>June</u>, <u>1994</u> from <u>Michael Roberts</u>, a single man, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> which mortgage is recorded in Official Records Book <u>2790</u>, Page <u>1493</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of August, 2003. ATTEST: **BOARD OF COUNTY COMMISSIONERS** SEMINOLE COUNTY, FLORIDA Ву:__ MARYANNE MORSE Daryl G. McLain, Chairman Clerk to the Board of County Commissioners of Seminole County, Florida Date: _____ For the use and reliance As authorized for execution by the Of Seminole County only. Board of County Commissioners Approved as to form and at their_ legal sufficiency 2003, regular meeting.

County Attorney



Return to: 94:M. 03029 C
This Instrument Prepared By: LINDALEE ANDERSON

Address: 2500 Maitiand Center Parkway, #409 Maitiand, Fl. 32751 2790 1493 SEMINOLE CO. FL.

SECOND MORTGAGE DEED

THIS SECOND MORTGAGE DEED, executed the 24th day of JUNE, 1994, A.D., by MICHAEL ROBERTS, A SINGLE MAN, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E. First Street, Sanford, Florida 32771, hereinafter called the Mortgagee:

(whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals. and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration. and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County. Florida. viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever: and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(I)(d) FLORIDA STATUTES

LERN OF CIRCUIT CO.

RECORDED & VERIFIE

CERTIFIED COPY
MARYANNE MORSE
OLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORID

DEPITY CLERK

JUN 27 2003

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain in Second Mortgage Note hereinafter substantially copied or identified, to-wit;

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented, subleased or refinanced, should the property remain owner-occupied and not be rented, leased or subleased for a period of twenty (20) years, then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared and the entire amount shall be immediately due and payable, plus interest at the rate of three percent (3%) per annum from the date of execution herein.

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

Signed, sealed and delivered in the presence of: Printed Name: States & Alclung Printed Name: Printed Name:	MORTGAGOR: Printed Name: MICHAEL ROBERTS 1426 MARA COURT SANFORD, FLORIDA 32771 Printed Name:	2790 1495 SEMINOLE CO. FL.
Printed Name:		

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this 24th day of June, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL ROBERTS, A SINGLE MAN who executed the foregoing instrument and who acknowledged before me that he were executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

CHELLEY R. MICLURO -

Printed Name: - Notary Public Commission Expires: Sharey R. McClure

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 146, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

2790 1496

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This Instrument Prepared By: LINDALEE ANDERSON

SOUTHEAST TITLE

Group, Inc. Address: 2500 Maitland Center Parkway, #409 Maldand, Fl. 32751

AMOUNT: \$3,000.00

EXHIBIT "B"

SECOND MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND DOLLARS AND 00/100'S (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. First Street, Sanford, Florida, 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Twenty (20) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- If a default occurs, the Second Mortgage Note shall be due and payable in full, along with interest at the rate of three percent (3%) per year. Payment in full shall be made within thirty (30) days of the declaration of default.
- 8. This debt shall be permanently forgiven then twenty (20) years after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) years.

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

The sale of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d) FLORIDA STATUTES

- Leasing, renting or refinancing of the property within ten (10) years of the date of execution of this Note and Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of execution of this Note until the date of full payment, at the same rate as the First Mortgage on this property. Holder's failure to exercise the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

	Signed, sealed and delivered in the presence of:	MORTGAGOR:			
(Printed Name Subney & Meckey	Printed Namel MICHAEL ROBERTS 1426 MARA COURT SANFORD, FLORIDA 32771	inter		
	Printed Name: CIPRISTING Y. STANGER	Printed Name:	eno.		
	Printed Name:		SEMENOL H	2790	
	Printed Name:		8	essettiii geesse.	RECORDS PAGE
	STATE OF FLORIDA COUNTY OF ORANGE			9	

I HEREBY CERTIFY that on this 24th day of June, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL ROBERTS, A SINGLE MAN, who executed the foregoing instrument and who acknowledged before me that he executed the same and are personally known to me or have produced DRIVERS LICENSE as Identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Hotary Public, State of Florida SHELLEY R. NoCLUPS My Centra, Exp. Sept. 27, 1888 Centra, No. CO 551887 Printed Name: - Notary Public Commission Expires: States R McClus

Borrowers' Certification and Authorization

CERTIFICATION

Th 1.	e Undersigned certify the following: I/We have applied for a mortgage loan from FIRST for the loan, I/We completed a loan application coloan, the amount and source of the downpayment, and liabilities. I/We certify that all of the interpresentations in the loan application or other information.	ontaining various information employment and income info formation is true and com	on the purpose of the rmation, and the assets
2.	I/We understand and agree that FIRST FIDELITY MOR change the mortgage loan review processes to a full the information provided on the application with the	documentation program This	may include verifying
	I/We fully understand that it is a Federal crime knowingly make any false statements when appl provisions of Title 18, United States Code, Section 10	ying for this mortgage, as	isonment, or both, to applicable under the
	AUTHORIZATION TO REL	EASE INFORMATION	
To V	Whom It May Concern:		
1. : (I/We have applied for a mortgage loan from FII the application process, FIRST FIDELITY MORTGAGE, (if any), may verify information contained in my/our loonnection with the loan, either before the loan is close	oan application and in other order or as part of its quality control.	tgage guaranty insurer tocuments required in
z. r v d	We authorize you to provide to FIRST FIDELITY whom FIRST FIDELITY MORTGAGE, INC. mathematical locumentation that they request. Such information in and income; bank, money market and similar account eturns.	MORTGAGE, INC. and by sell my mortgage, any and cludes, but is not limited to	to any investor to
3	FIRST FIDELITY MORTGAGE, INC. or any in	avestor that purchases the m	neto
tl	nis authorization to any party named in the loan applic	ation.	ortgage may address
4. A	copy of this authorization may be accepted as an orig	inal.	
Borrower SSN: 264-	MICHAEL ROBERTS	Co-Borrower Signature	
	15-0283 Date: 6/10/03	SSN:	Date:

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>17th</u> day of <u>April</u>, <u>1998</u> from <u>Joshua Strobridge</u>, a single person, Mortgagor to <u>Seminole County</u>, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3417</u>, Page <u>1088</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this day of April, 2003. ATTEST: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA MARYANNE MORSE Daryl G. McLain, Chairman Clerk to the Board of County Commissioners of Seminole County, Florida Date: For the use and reliance As authorized for execution by the Of Seminole County only. Board of County Commissioners Approved as to form and at their legal sufficiency 2003, regular meeting.

County Attorney

Seminole County Homeownership Assistance Program 7, 699-6413

Second Mortgage Deed.

THIS SECOND MORTGAGE DEED is hereby made and entered into the is hereby made and entered into the 1998 by and between Joshua Strobridge, a 6 "Mortgagor" and Seminole County, a political se address is 1101 Fast First Street Street ___day of __APRIL single person, hereinafter referred to the subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mongage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Montgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all ensumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by, AFTER RECORDING RETURN TO: S.H.L.P. HOMEBUYER ASSISTANCE PROGRAM - ATIN: SHARON SELF 4590 S. HWY 17-92 CASSELBERRY, Ft. 32707

1 of S

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100(\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITHESS WHEREOF, the said Mortg	agor has, here, unto signed and sealed
these presents the day and year first above writte	
WUINESS: SUSAN A. PERMY	
Print Name:	Print Name: Joshua Strobridge
MINESS JAN EERSON	(V-742-1924-1924-1924-1924-1924-1924-1924-19
	Prize Name:
Print Name:	Print Nance:
	A Description of the Control of the
Print Name:	Print Name:

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of APRIL before me, an officer duly authorized in the State aforesaid and in the County aforesaid	1998
to take acknowledgments, personally appeared JOSHUA STROBRIDGE	
Who executed the formation instances and	Anishrinanapapapapapananananananananananananan
SABUUW JURU UNIONE THE INST HE/CHA/Their avanties the annua and annual transfer	
to me or have produced FLORIDA DRIVER LICENSE as identification and whe did not take an oath.	o did/

WITNESS my hand and official seal in the County and State last aforesaid.

Name: SUSAN A. PERRY Notary Public Serial Number Commission Expires: SEMINOLE CO. FL



SUSAN A PERRY My Commission CC439022 Expires Feb. 15, 1999 Banded by HAI 800-422-1555

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1, BLOCK 11, WEATHERSFIELD, FIRST ADDITION, ACCORDING TO THE 1092 PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 & 67, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

a management was a series	AA 988 AA	
AMOUNT:		

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 60/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford.

Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Janes Transit

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
_AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL. 32707

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately. less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

SEMINOLE CO. FL

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Print Name: zint Name: Joshua Strobridge Print Name: Print Name: Print Name: Print Name: Print Name: Print Name: STATE OF PLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this _____ day of ____ APRIL before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSHUA SVROBRYDCE who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known FLORIDA DRIVER LICENSE as identification and who did/ to me or have produced did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid. Name: Susan á. Perry Notary Public Serial Number Commission Emires:

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s):

JOSHUA STROBRIDGE

Property Address:

499 CLEMSON DRIVE, ALTAMONTE SPRINGS, FL 32714

This Agreement is entered into this <u>8TH</u> day of <u>FEBRUARY</u> 19 98 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and JOSHUA STROBRIDGE, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (i) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3.500.00 at 0.5 until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

BOOK SECTION

The HOMEBUYER stall maintain the property, including payment of property taxes and homeowners maintains, during the term of affordability.

HOUSING AND QUALTY STANDARDS

The property at the time of tritial occupancy by the HOMEBUYER shall meet Section 8 Housing Chality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are

- a) Equal opportunity and fair housing
- ☐ Applicable

S Not Applicable (one unit)

- pi Suriconmental terien.
- Applicable
- Not Applicable
- c. Displacement, reiozziion and acquisition

Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occupied pursuant to Federal rules).

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been involved executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

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The COUNTY an NOMEBUYER shall complete all reports of maintain documentation, as applicable in accordance with 24 CFR Part 90 and Florida Statutes for a period of three (3) years from the end of the affordability terms.

ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Morigage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, barkruptcy or foreclosure): (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall distramate against any sex, exced, color or national origin is the performance of	this Agreement.
Nothing contained in this Agreement, or any act commed or contained by any of the parties hereto, or third contained by principal or agent. It is described or general prelationship involving the COUNTY.	of the COUNTY or the HOMEBUYER shall be.
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